

MC 2/01/10 11:18:29  
BK T BK 3,130 PG 307  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

**RECORDATION REQUESTED BY:**

Trustmark National Bank, Hernando Main Office, 2510 Highway 51 South, Hernando, MS 38632

**WHEN RECORDED MAIL TO:**

Trustmark National Bank, Attn: Loan Operations, P. O. Box 1182, Jackson, MS 39205

**SEND TAX NOTICES TO:**

Barry G. Bouchillon and Donna E. Bouchillon, 1460 Stonehedge Drive, Southaven, MS 38671

FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:  
Henry L. Rings, Assistant Vice President  
Trustmark National Bank  
2510 Highway 51 South  
Hernando, MS 38632  
(662) 429-5251

INDEXING INSTRUCTIONS: LOT 34, STONEHEDGE SUBDIVISION, IN SEC 32, T1S, R7W, DESOTO CO, MS.

**MODIFICATION OF DEED OF TRUST**



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**THIS MODIFICATION OF DEED OF TRUST** dated January 20, 2010, is made and executed between Barry G. Bouchillon and wife, Donna E. Bouchillon ("Grantor") and Trustmark National Bank, whose address is Hernando Main Office, 2510 Highway 51 South, Hernando, MS 38632 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated October 19, 1999 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

Recorded November 2, 1999, in the Office of the Chancery Clerk in Book 1162 at Page 169.

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in DeSoto County, State of Mississippi:

LOT 34, STONEHEDGE SUBDIVISION, IN SECTION 32, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, AS SHOWN BY PLAT THEREOF RECORDED IN PLAT BOOK 24, PAGES 28-32, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

The Real Property or its address is commonly known as 1460 Stonehedge Drive, Southaven, MS 38671.

**MODIFICATION.** Lender and Grantor hereby modify the Deed of Trust as follows:

The maturity date of the Credit Agreement and the above described Deed of Trust will be extended to January 20, 2025.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JANUARY 20, 2010.**

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and

Loan No: 9595063604

MODIFICATION OF DEED OF TRUST  
(Continued)

Page 2

GRANTOR:

x

Barry G. Bouchillon

x

Donna E. Bouchillon

LENDER:

TRUSTMARK NATIONAL BANK

x

Authorized Officer

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mississippi

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COUNTY OF Desoto

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Personally appeared before me, the undersigned authority in and for the said County and State, on this 20th day of January, 20 10, within my jurisdiction, the within named Barry G. Bouchillon and Donna E. Bouchillon, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Nicole M. Garrard  
NOTARY PUBLIC

My Commission Expires:

June 7, 2013

## LENDER ACKNOWLEDGMENT

STATE OF Mississippi

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COUNTY OF Desoto

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Personally appeared before me, the undersigned authority in and for the said County and State, on this 20th day of January, 20 10, within my jurisdiction, the within named Henry L. Rings, who acknowledged that (he)(she) is AVP of Trustmark National Bank and that in said representative capacity (he)(she) executed the above and foregoing Modification, after first having been duly authorized so to do.

Nicole M. Garrard  
NOTARY PUBLIC

My Commission Expires:

June 7, 2013